

Canal Winchester

*Town Hall
10 North High Street
Canal Winchester, OH 43110*



Meeting Agenda

February 3, 2020

6:00 PM

Council Work Session

Mike Coolman - Vice President

Jill Amos

Will Bennett

Bob Clark

Patrick Lynch

Chuck Milliken

Mike Walker

A. Call To Order**B. Roll Call****C. Also In Attendance**

Mayor Ebert, Matt Peoples, Lucas Haire, Amanda Jackson

D. Request for Council Action**RES 20-001**

Public Service

A Resolution to Authorize the Mayor and Finance Director to Enter Into Contracts with the Director of Transportation for the Improvements of Gender Road/State Route 674 ([Resolution](#))

- Request to move to full Council

RES 20-002

Public Service

A Resolution to Authorize the Mayor and Finance Director to Apply For, Accept, and Enter Into a Water Pollution Control Loan Fund (WPCLF) Agreement on Behalf of the City of Canal Winchester for Planning, Design, and/or Construction of Wastewater Facilities; and Designating a Dedicated Repayment Source for the Loan. ([Resolution](#))

- Request to move to full Council

ORD 20-006

Development

An Ordinance Authorizing the Mayor to Enter Into a Development Agreement with Northpoint Development, LLC.; and Declaring an Emergency ([Ordinance, Agreement, Exhibit A Map, Exhibit B Scope, Exhibit C Easements, Exhibit D Deed](#))

- Request to move to full Council

ORD 20-007

Construction Services

An Ordinance Waiving Competitive Bidding for the Canal Winchester Municipal Complex Project, and Authorizing a Design-Build Delivery Method and Design-Builder Selection Process, and Declaring an Emergency ([Ordinance](#))

- Request to move to full Council

E. Reports

Matt Peoples -

[Public Service Director's Report](#)

Lucas Haire -

[Development Director's Report](#)

Amanda Jackson -

[Finance Director's Report](#)

F. Items for Discussion

G. Old/New Business

H. Adjournment

RESOLUTION NO. 20-001

**A RESOLUTION TO AUTHORIZE THE MAYOR AND FINANCE
DIRECTOR TO ENTER INTO CONTRACTS WITH THE
DIRECTOR OF TRANSPORTATION FOR THE
IMPROVEMENTS OF GENDER ROAD/STATE ROUTE 674**

WHEREAS, on the 21st day of October, 2019, the City enacted legislation cooperating with the Director of Transportation for the described project:

The project consists of planning and resurfacing portions of Gender Rd. (SR 674) between the Canal Winchester southern corporation limit and US 33 and the US 33 eastbound exit ramp, including signing, pavement markings, and traffic signal work, lying within the City of Canal Winchester; and,

WHEREAS, the City shall cooperate with the Director of Transportation in the above described project as follows:

The City agrees to assume and bear one hundred percent (100%) of the entire of the improvement within the city limits, less the amount of Federal-Aide funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, US Department of Transportation.

The share of the cost of the City is now estimated in the amount of Three Hundred Sixty-One Thousand Sixty-six and 00/100 Dollars (\$361,066.00), but said estimate amount is to be adjusted in order that the City's ultimate share of said improvement shall correspond with the said percentages of actual costs when said actual costs are determined; and,

WHEREAS, the City desires the Director of Transportation to proceed with the aforesaid highway improvement: and,

WHEREAS, it is the recommendation of the Director of Public Service and Superintendent of Water Reclamation that it is in the best interest of the City to enter into agreement with the Director of Transportation for the purposes of repaving Gender Rd. (SR 674).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That the sum of Three Hundred Sixty-One Thousand Sixty-Six and 00/100 Dollars (\$361,066.00) is hereby appropriated for the improvement described above and the Finance Director is hereby authorized to enter into an agreement for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement; and, hereby agree to assume the share of the cost and expense over and above the amount to be paid from Federal funds.

Section 2. That the City hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.

Section 3. That the City enter into a contract with the State and that the Mayor and Finance Director be and hereby is authorized to execute said contract providing for the payment of the City the sum of money set forth herein above for improving the described project.

Section 4. That the City will transmit to the Director of Transportation a fully executed copy of this Resolution.

Section 5. That this resolution shall take effect and be in full force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Clerk of Council

RESOLUTION NO. 20-002

A RESOLUTION TO AUTHORIZE THE MAYOR AND FIANCE DIRECTOR TO APPLY FOR, ACCEPT, AND ENTER INTO A WATER POLLUTION CONTROL LOAN FUND (WPCLF) AGREEMENT ON BEHALF OF THE CITY OF CANAL WINCHESTER FOR PLANNING, DESIGN, AND/OR CONSTRUCTION OF WASTEWATER FACILITIES; AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN

WHEREAS, the City of Canal Winchester seeks to upgrade its existing wastewater facilities, specifically the backup generator; and,

WHEREAS, the City intends to apply for WPCLF funds for the planning, design, and/or construction of the wastewater facilities; and,

WHEREAS, the Ohio WPCLF requires the government authority to pass legislation for application of loan and the execution of an agreement as well as designating a dedicated repayment source; and,

WHEREAS, it is the recommendation of the Director of Public Service and Superintendent of Water Reclamation that it is in the best interest of the City to apply for WPCLF funds.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That the Mayor and Finance Director be and hereby is authorized to apply for a WPCLF loan, sign all documents for, and enter into a Water Pollution Control Loan Fund with the Ohio Environmental Protection Agency and the Ohio Water Development Authority for planning, design, and/or construction of wastewater facilities on behalf of the City of Canal Winchester.

Section 2. That the dedicated source of repayment will be the sewer fund.

Section 3. That this resolution shall take effect and be in full force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Clerk of Council

ORDINANCE NO. 20-006

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH NORTHPOINT DEVELOPMENT, LLC.; AND DECLARING AN EMERGENCY

WHEREAS, the City desires to induce development of industrial property along Bixby and Rager Road; and

WHEREAS, this Council previously adopted Resolution 19-024 creating the Route 33 North Community Reinvestment Area which includes property proposed to be developed by Northpoint Development LLC; and

WHEREAS, this Council is currently considering an ordinance authorizing the City to enter into a Community Reinvestment Area agreement with Northpoint Development, LLC to induce industrial development on a site at Bixby and Rager Road; and

WHEREAS, this Council desires to enter into a development agreement with the developers of certain parcels within in the Route 33 North CRA which will make public water and sanitary sewer lines available with an adequate capacity to benefit the future Northpoint Development, LLC parcels and other parcels in the Route 33 North CRA area, that will substantially benefit the welfare of the community;

NOW THEREFORE BE IT ORDAINED BY THE CITY OF CANAL WINCHESTER, FRANKLIN COUNTY, OHIO AS FOLLOWS:

Section 1: That Council hereby authorizes and directs the Mayor to enter into a Development Agreement with Northpoint Development, LLC, in a form acceptable to the Director of Law and with terms and conditions substantially similar to the Development Agreement attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees which resulted in such formal actions were in meetings so open to the public in compliance with all legal requirements of the City of Canal Winchester, Franklin County, Ohio.

Section 3: That this ordinance hereby is declared to be an emergency measure, necessary for the preservation of the public health, safety and welfare and specifically for the reasons set forth in the preamble hereto; wherefore, this ordinance shall take effect and be in force from and after its passage.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Clerk of Council

DEVELOPMENT AGREEMENT

This Development Agreement (“the Agreement”) is made and entered into effective this ____ day of _____, 2020 (the “Effective Date”) by and between **the City of Canal Winchester, Ohio** (the “City”), and **NorthPoint Development, LLC**, a Missouri limited liability company (“NorthPoint”) (collectively, being referred to as the “Parties”, and each being individually referred to as a “Party”), under the circumstances summarized in the following recitals.

RECITALS:

A. Canal Winchester Industry and Commerce Corporation, an Ohio non-profit corporation (“CWICC”) owns the real property in Franklin County (the “Property”), which Property is further described and depicted on Exhibit A which is attached hereto and incorporated herein by reference.

B. CWICC and NorthPoint have entered into a Real Estate Sale Contract dated June 17, 2019, as amended by that certain First Amendment to Real Estate Sale Contract dated March 18, 2019, that certain Second Amendment to Real Estate Sale Contract dated May 9, 2019 (the “Second Amendment”), that certain Third Amendment to Real Estate Sale Contract dated June 6, 2019, and that certain Fourth Amendment to Real Estate Sale Contract dated January 10, 2020 (collectively, the “Contract”).

C. Upon acquisition of the Property, NorthPoint desires to develop the Property by constructing thereupon an industrial development, which is currently designed to include two (2) approximately 435,000 square foot buildings and supporting infrastructure (collectively, the “Project”), which Project will create jobs and employment opportunities and further commerce within the City.

D. In connection with the construction of the Project, and in accordance with the obligations between CWICC and NorthPoint under Section 5 of the Second Amendment to the Contract, the Parties desire to provide for the construction and/or implementation of certain public infrastructure improvements (collectively, the “Public Infrastructure”, which Public Infrastructure is further described in Section 3 and described and depicted on Exhibit B which is attached hereto and incorporated herein by reference). The Parties each agree that the Public Infrastructure, once constructed, will directly benefit the Property and the Project, and will provide a benefit for the residents and businesses of the City.

E. The Parties desire to execute this Agreement to provide for the construction of the Public Infrastructure and the payment of the related costs and to facilitate the construction of the Project.

NOW, THEREFORE, in consideration of the foregoing, the promises contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties covenant, agree and obligate themselves as follows:

Section 1. General Agreement. For the reasons set forth in the Recitals hereto, which Recitals are incorporated herein by reference as a statement of the public purposes of this

Agreement and the intended arrangements between the Parties, the Parties intend to and shall cooperate in the manner described herein to facilitate the design, construction, acquisition and installation of the Public Infrastructure and the Project.

Section 2. City's Utility Improvements. Subject to the terms herein, the City agrees to construct, or cause to be constructed (in cooperation with such other party or parties as may be determined by the City), an extension of water and sanitary sewer service to the Property in accordance with the Scope of Work attached hereto as Exhibit B (the "City's Utility Improvements"). The City shall commence the City's Work as soon as possible after the date that NorthPoint has obtained all necessary permits for and has commenced construction of the Project (which shall be deemed to occur upon NorthPoint obtaining permits for and commencing grading in support of the Project). NorthPoint shall notify the City in writing once these conditions have been satisfied. The City agrees, upon Northpoint commencing Work, subject to an Unforeseeable Delay as described in Section 8 below, to diligently pursue construction and completion of the City's Utility Improvements not later than one hundred eighty (180) days following the commencement thereof. The City's Utility Improvements shall be completed at the City's sole cost and expense.

Section 3. City's Easements. NorthPoint shall grant to the City a permanent easement ten (10) feet in width over the location of the City's Utility Improvements upon the Property to facilitate the construction and maintenance of the City's Work (the "City's Permanent Easement"). The City's Easement is further described and depicted on Exhibit C which is attached hereto and incorporated herein by reference. NorthPoint agrees to provide such temporary construction easements as may be reasonably required by the City to accommodate the construction of the City Infrastructure; *provided* that such easements do not unduly interfere with the construction of the Project (the "City's Construction Easements", and collectively with the City's Permanent Easement, the "City's Easements"). Upon such time as NorthPoint has satisfied the conditions necessary for the City to commence the City's Work under Section 2 above, NorthPoint, at no charge, shall execute and deliver the Easement substantially in the form attached hereto as Exhibit D evidencing the grant of the City's Easements. NorthPoint acknowledges that any delay in the conveyance of the City's Easements may cause a commensurate delay in the completion of the City's Work. The City shall record the Easement within a commercially reasonable period of time after its execution and delivery to the City by NorthPoint.

Section 4. Condition Precedent. The Parties hereby acknowledge and agree that the commencement of construction of the Project by NorthPoint (as defined in Section 2) is a condition precedent to all other duties of the City under this Agreement. If such does not occur on or before December 31, 2021, this Agreement and all of the benefits and obligations therein are null and void.

Section 5. Estoppel Certificate. Upon request of NorthPoint, the City shall execute and deliver to NorthPoint or any proposed purchaser, mortgagee or lessee of any parcel of the Property, a certificate stating: (a) that the Agreement is in full force and effect, if the same is true; (b) that NorthPoint is not in default under any of the terms, covenants or conditions of the Agreement, or, if NorthPoint is in default, specifying same; and (c) such other matters as NorthPoint may reasonably request.

Section 6. Representations and Covenants of the Parties. The Parties hereby represent and warrant that each is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. That execution, delivery and performance does not and will not violate or conflict with any provision of law applicable to it, and does not and will not conflict with or result in a default under any agreement or instrument to which it is a party or by which it is bound. The Parties further represent and warrant that this Agreement has, by proper action, been duly authorized, executed and delivered by it and all steps necessary to be taken by it have been taken to constitute this Agreement, and its covenants and agreements contemplated herein, as its valid and binding obligations, enforceable in accordance with their terms

Section 7. Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by any party to this Agreement, or any successor to such party, such party (or successor) shall, within 45 days of receipt of written notice from any other, proceed to cure or remedy such default or breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. All rights and remedies shall be cumulative and shall not be construed to exclude any other remedies allowed at law or in equity. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover from the non-prevailing party, reasonable attorneys' fees, court costs and all expenses, (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled

Section 8. Unforeseeable Delay. Neither party shall be considered in breach of its obligations under this Agreement due to unforeseeable causes beyond its reasonable control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, orders of courts, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes. The party seeking the benefit of the provisions of this subsection shall, within 15 calendar days after actual notice of any such unforeseeable delay, have first notified the other party of such unforeseeable delay in writing, and of the cause or causes of the unforeseeable delay.

Section 9. Successors. This Agreement shall be binding upon and inure to the benefit of the Parties and its beneficiaries, successors and assigns, including successive as well as immediate successors and assigns.

Section 10. Agreement Binding on Parties; No Personal Liability; County Consents. All covenants, obligations, and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, official, officer, agent, or employee of either Party in other than their official capacity or

of any individual person who is a partner, shareholder, director, member, manager, employee, officer, or agent of the Party other than in their capacity as a partner, shareholder, director, member, manager, employee, officer, or agent, and neither any City official executing this Agreement, or any individual person executing this Agreement on behalf of NorthPoint, shall be liable personally by reason of the covenants, obligations, or agreements of the respective Parties contained in this Agreement. The City is a political subdivision of the State of Ohio and is entitled to all of the immunities and defenses provided by law.

Section 11. Merger and Amendments. This Agreement supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the matters contained in this Agreement and contains all of the covenants, agreements, and other terms and conditions among the Parties with respect to the same. No waivers, alterations, or modifications of this Agreement or any agreements in connection with this Agreement shall be valid unless in writing and duly executed by the Parties.

Section 12. Notices. Except as otherwise specifically set forth in this Agreement, all notices, certificates, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, demands, requests, consents or approvals, or other communications shall be sent. The present notice addresses of the parties follow:

To the City at:	The City of Canal Winchester, Ohio 36 S. High St. Canal Winchester, Ohio 43110 Attn: Lucas Haire
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With a copy to:	Eugene Hollins, Esq. Frost Brown Todd LLC 10 West Broad St, Ste. 2300 Columbus, Ohio 43215
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To NorthPoint at:	NorthPoint Development, LLC 482 NW 41 st Street, Ste. 500 Riverside, MO 64150 Attn: Nathaniel Hagedorn, CEO
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With a copy to:	NorthPoint Development, LLC 482 NW 41 st Street, Ste. 500 Riverside, MO 64150
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Attn: Evan Fitts

Section 13. Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

Section 14. Severability and Cooperation Clause. In the event that any portions, sections or subsections of this Agreement are rendered invalid by the decision of any court or by the enactment of any law, resolution or regulation, such provision of this Agreement will be deemed to have never been included therein and the balance of the Agreement shall continue in full force and effect. If the terms of this Agreement, or any amendment or amendments to any provision of any laws that are required to be enacted or amended as a consequence of this Agreement, are challenged by either referendum or administrative appeal to the courts or such other legal or equitable remedies sought by those who may oppose this Agreement, the parties agree to cooperate with each other to uphold the validity and enforceability of this Agreement. This cooperation clause only pertains to decisions relating to this Agreement, and this cooperation clause cannot be used to attempt to force the City to override other legislative or administrative decisions relating to the Project.

Section 15. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 16. Governing Law and Choice of Forum. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law provisions that would cause the application of the laws of another jurisdiction. Each of the Parties irrevocably consents to the jurisdiction of any state court located within Franklin County, Ohio, in connection with any matter based upon or arising out of this Agreement, agrees that process may be served upon them in any manner authorized by the laws of the State of Ohio, and waived and covenants not to assert or plead any objection which they might otherwise have under such jurisdiction or such process.

Section 17. Assignments. NorthPoint agrees not to assign this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, NorthPoint may assign this Agreement without the City's consent to (i) any entity with which NorthPoint is affiliated (i.e., controls, is controlled by, or is under common control with), and (ii) NP Canal Winchester, LLC, a Delaware limited liability company. Without limiting the foregoing, any entity managed by NPD Management, LLC shall be deemed affiliated with NorthPoint.

(Remainder of page intentionally left blank – Signatures Follow)

As evidence of their intent to be bound by this Agreement, the authorized representatives of each of Party have executed this Agreement for and on behalf of the Party as of the Effective Date.

THE CITY OF CANAL WINCHESTER, OHIO

By: _____

Name: _____

Title: _____

Date: _____

NORTHPOINT DEVELOPMENT, LLC, a Missouri limited liability company

By: _____

Nathaniel Hagedorn, Manager

Date: _____

EXHIBITS:

A – Property

B – City’s Utility Improvements—Scope of Work

C – City’s Easement--location

D – City’s Easement—form

EXHIBIT A
THE PROPERTY

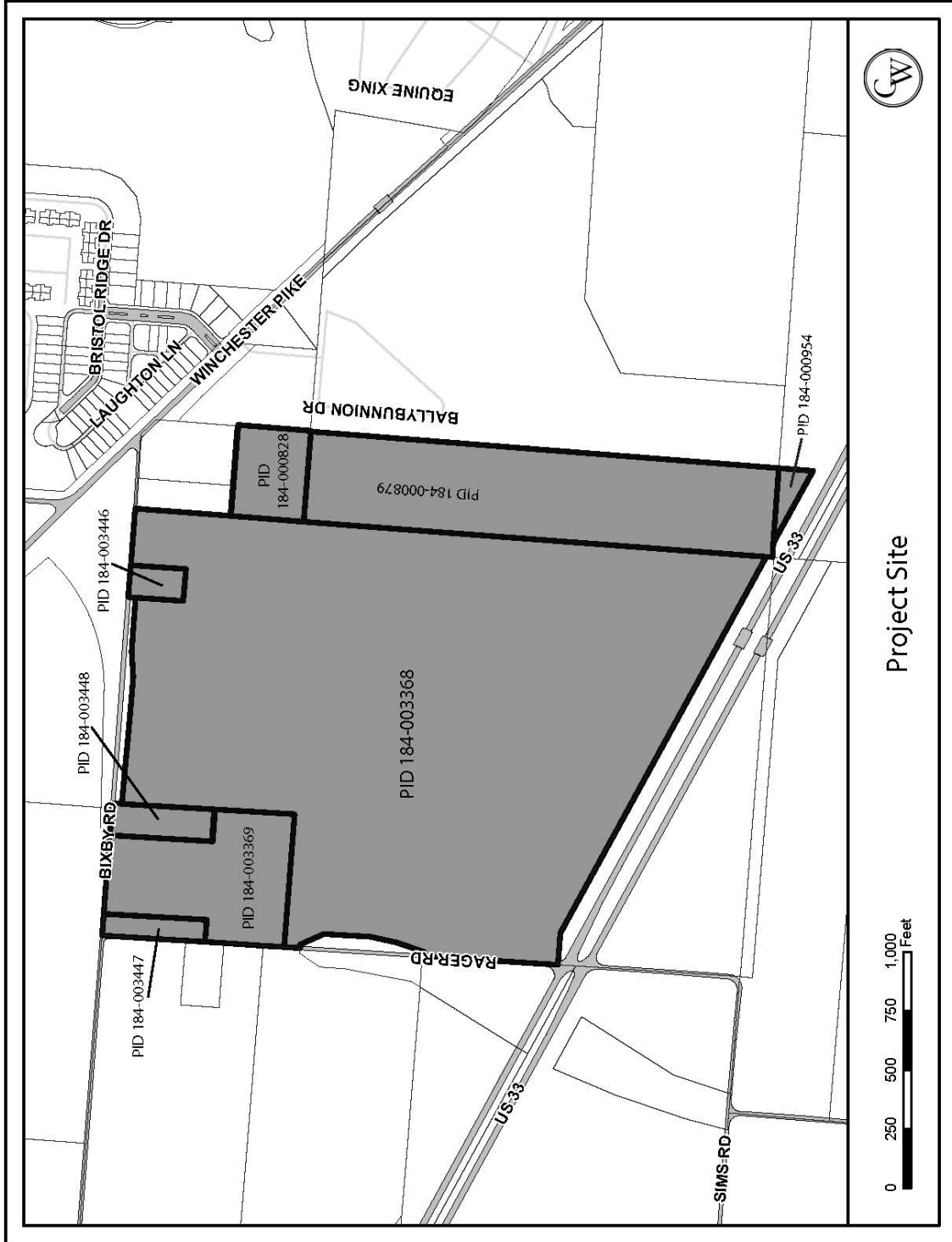


EXHIBIT B

CITY'S UTILITY WORK—SCOPE OF WORK

- 12" water main line
- 15" and 8" sanitary sewer lines
- Any deviations to the foregoing approved by NorthPoint in its reasonable discretion.

EXHIBIT C

Easement Descriptions

January 13, 2020

**DESCRIPTION OF A UTILITY EASEMENT
ALONG AND EAST FROM RAGER ROAD, NORTH OF U.S. RTE. 33,
CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO**

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, in the northeast quarter of Section 23 and in the northwest and southwest quarters of Section 24, Township 11 North, Range 21 West, Congress Lands and being an easement, for utility purposes, through a portion of a 110.244 acre tract of land conveyed to _____, by deed of record in Instrument No. _____, said easement bounded and described as follows:

Beginning at a point at the southeast corner of a 0.43 acre tract of land conveyed, as Parcel 66A-WD for Rager Road roadway purposes, to the State of Ohio, by deed of record in Deed Book 3270, Page 459, in the east right-of-way line of Rager Road (variable width) and at a corner of said 110.244 acre tract;

thence N 19° 55' 33" E along a west line of said 110.244 acre tract and along an east line of said 0.43 acre tract a distance of 32.96 feet to a point;

thence crossing a portion of said 110.244 acre tract the following eight (8) courses:

1. S 86° 19' 20" E a distance of 70.03 feet to a point;
2. S 03° 40' 40" W a distance of 65.00 feet to a point;
3. N 86° 19' 20" W a distance of 49.25 feet to a point;
4. S 03° 40' 40" W a distance of 330.51 feet to a point;
5. S 59° 03' 41" E a distance of 694.34 feet to a point;
6. S 61° 29' 09" E a distance of 1235.23 feet to a point;
7. S 39° 14' 05" E a distance of 183.02 feet to a point;
8. S 61° 44' 05" E a distance of 272.48 feet to a point in an east line of said 110.244 acre tract and in a west line of a 41.990 acre tract of land conveyed to The Mountain Agency, LLC, by deed of record in Instrument No. 201110030124958;

thence S 04° 29' 47" W along a portion of an east line of said 110.244 acre tract and along a portion of a west line of said 41.990 acre tract a distance of 32.78 feet to a point;

thence crossing a portion of said 110.244 acre tract the following four (4) courses:

1. N 61° 44' 05" W a distance of 291.66 feet to a point;
2. N 39° 14' 05" W a distance of 183.09 feet to a point;
3. N 61° 29' 09" W a distance of 1,229.96 feet to a point;
4. N 59° 03' 41" W a distance of 713.27 feet to a point in the east right-of-way line of Rager Road (40 feet in width this section);

thence N 03° 40' 40" E crossing a portion of said 110.244 acre tract and along the east right-of-way line of Rager Road a distance of 382.16 feet to the place of beginning;

containing 2.003 acres of land, more or less.

TOGETHER WITH: A temporary construction easement along, adjacent to and fifty (50) feet easterly of the entire easterly lines of said above described permanent easement and along, adjacent to and fifty (50) feet northerly of the entire northerly lines of said above described permanent easement;

containing 3.199 acres of land, more or less.

The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of Bird + Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio from best available Court House research, in December, 2019. Basis of bearings is the centerline of U.S. Rte. 33 ~ Southeast Parkway (FRA-33-(26.21-30.13)), being N 61° 15' 01" W, between Franklin County Engineer's Monuments 10-693 and 9-693, Ohio State Plane Coordinate System (South Zone - NAD 83, 2011 Adjustment) and all other bearings are based upon these monuments.


Kevin L. Baxter ~ Ohio Surveyor #7697

01/13/2020



RAGER ROAD ~ 40' VARIATION

PLACE OF BEGIN FOR A UTILITY EASEMENT

Proposed C/L of Rager Road ~ 40' Per FRA-33-(26.21-30.13)

N19° 55' 33"E 32.96'
S86° 19' 20"E 70.03'
S03° 40' 40"W 65.00'
N86° 19' 20"W 49.25'
S03° 40' 40"W 330.51'
N03° 40' 40"E 382.16'

S59° 03' 41"E 694.34'

N59° 03' 41"W 713.27'

S61° 29' 09"E 1235.23'

N61° 29' 09"W 1228.96'

N39° 14' 05"W 183.09'

S39° 14' 05"E 183.02'

S61° 44' 05"E 272.48'

S04° 29' 47"W 32.78'

N61° 44' 05"W 291.66'

EXHIBIT OF A UTILITY EASEMENT
EAST FROM RAGER ROAD, NORTH OF U.S. RTE. 33
CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO
(SECTION 23 & 24, T. 11 N., R. 21 W., CONGRESS LANDS)

INSTR. NO. _____
P.N. 184-003368

110.244 AC.

30' Utility Easement
2.003 AC.

50' Temporary Construction
Easement = 3.199 AC.

STATE OF OHIO
CHANNEL EASEMENT - 69X
D.B. 2390, PG. 592

STATE OF OHIO
CHANNEL EASEMENT - 69X-1
D.B. 2370, PG. 181

STATE OF OHIO
CHANNEL EASEMENT - 69X
D.B. 2390, PG. 592

STATE OF OHIO
CHANNEL EASEMENT - 69X-1
D.B. 2370, PG. 181

STATE OF OHIO
CHANNEL EASEMENT - 69X
D.B. 2390, PG. 592

STATE OF OHIO
CHANNEL EASEMENT - 69X-1
D.B. 2370, PG. 181

STATE OF OHIO
CHANNEL EASEMENT - 69X
D.B. 2390, PG. 592

STATE OF OHIO
CHANNEL EASEMENT - 69X-1
D.B. 2370, PG. 181

STATE OF OHIO
CHANNEL EASEMENT - 69X
D.B. 2390, PG. 592

STATE OF OHIO
CHANNEL EASEMENT - 69X-1
D.B. 2370, PG. 181

STATE OF OHIO
CHANNEL EASEMENT - 69X
D.B. 2390, PG. 592

STATE OF OHIO
CHANNEL EASEMENT - 69X-1
D.B. 2370, PG. 181

STATE OF OHIO
HIGHWAY EASEMENT
PARCEL 66
D.B. 2370, PG. 174

STATE OF OHIO
HIGHWAY EASEMENT
PARCEL 66-LA
D.B. 2370, PG. 174

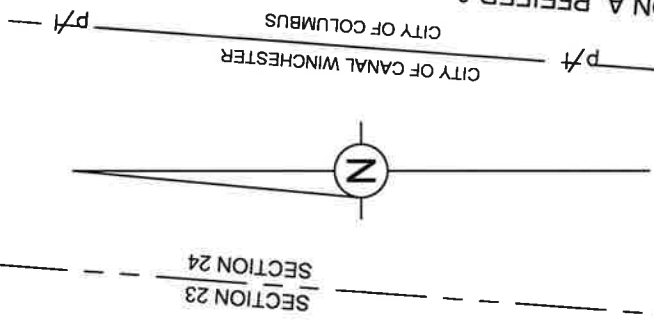
DILL'S REALTY LLC
20.6276 AC. - PARCEL TWO
INSTR. NO. 20011050255847
P.N. 181-000160

DILL'S REALTY LLC
20.1366 AC. - PARCEL ONE
INSTR. NO. 20011050255847
P.N. 181-004981

STATE OF OHIO
HIGHWAY EASEMENT
PARCEL 66A-LA
D.B. 2370, PG. 174

STATE OF OHIO
CHANNEL EASEMENT - 69X-2
D.B. 2370, PG. 183

HIGHWAY EASEMENT



SECTION 23
SECTION 24

CITY OF CANAL WINCHESTER
CITY OF COLUMBUS

DAMON A. PFEIFFER &
MARK A. PFEIFFER
ORIG. 39.323 AC.
INSTR. NO. 201811300162078
P.N. 010-260326

By *Kevin L. Baxter*
Kevin L. Baxter ~ Ohio Surveyor No. 7697

JANUARY 13, 2020



SCALE 1" = 300'



GRAPHIC SCALE

BASIS OF BEARINGS: The Centerline of U.S. Rte. 33 ~ Southeast Express (FRA-33-(26.21-30.13)), being N 61° 15' 01" W between Franklin County Engineer's Monuments 10-693 & 9-693, Ohio State Plane Coordinate System (South Zone - NAD 83, 2011 Adjustment) and all other bearings are based upon these monuments



3500 Snuffer Road, Ste. 225
Columbus, Ohio 43235
Ph: (614) 761-1661

January 13, 2020

**DESCRIPTION OF A SANITARY SEWER EASEMENT
ALONG AND EAST FROM RAGER ROAD, NORTH OF U.S. RTE. 33,
CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO**

Situated in the State of Ohio, County of Franklin, City of canal Winchester, in the northeast quarter of Section 23, Township 11 North, Range 21 West, Congress Lands and being an easement twenty (20) feet in width, for sanitary sewer purposes, through a portion of a 110.244 acre tract of land conveyed to _____, by deed of record in Instrument No. _____, said easement bounded and described as follows:

Beginning, for reference, at a point at the southeast corner of a 0.43 acre tract of land conveyed, as Parcel 66A-WD for Rager Road roadway purposes, to the State of Ohio, by deed of record in Deed Book 3270, Page 459, in the east right-of-way line of Rager Road (variable width) and at a corner of said 110.244 acre tract;

thence N 19° 55' 33" E along a west line of said 110.244 acre tract and along an east line of said 0.43 acre tract a distance of 129.77 feet to a point;

thence N 10° 16' 09" E along a west line of said 110.244 acre tract and along an east line of said 0.43 acre tract a distance of 100.35 feet to a point at the true place of beginning of the easement herein intended to described;

thence N 04° 15' 50" E along a portion of a west line of said 110.244 acre tract and along a portion of an east line of said 0.43 acre tract a distance of 22.00 feet to a point;

thence S 85° 15' 15" E crossing a portion of said 110.244 acre tract a distance of 865.65 feet to a point;

thence S 04° 44' 45" W crossing a portion of said 110.244 acre tract a distance of 20.00 feet to a point;

thence N 85° 15' 15" W crossing a portion of said 110.244 acre tract a distance of 845.48 feet to a point;

thence S 04° 15' 50" W crossing a portion of said 110.244 acre tract a distance of 194.27 feet to a point;

thence N 86° 19' 20" W crossing a portion of said 110.244 acre tract a distance of 20.00 feet to a point;

thence N 04° 15' 50" E crossing a portion of said 110.244 acre tract a distance of 214.65 feet to the true place of beginning;

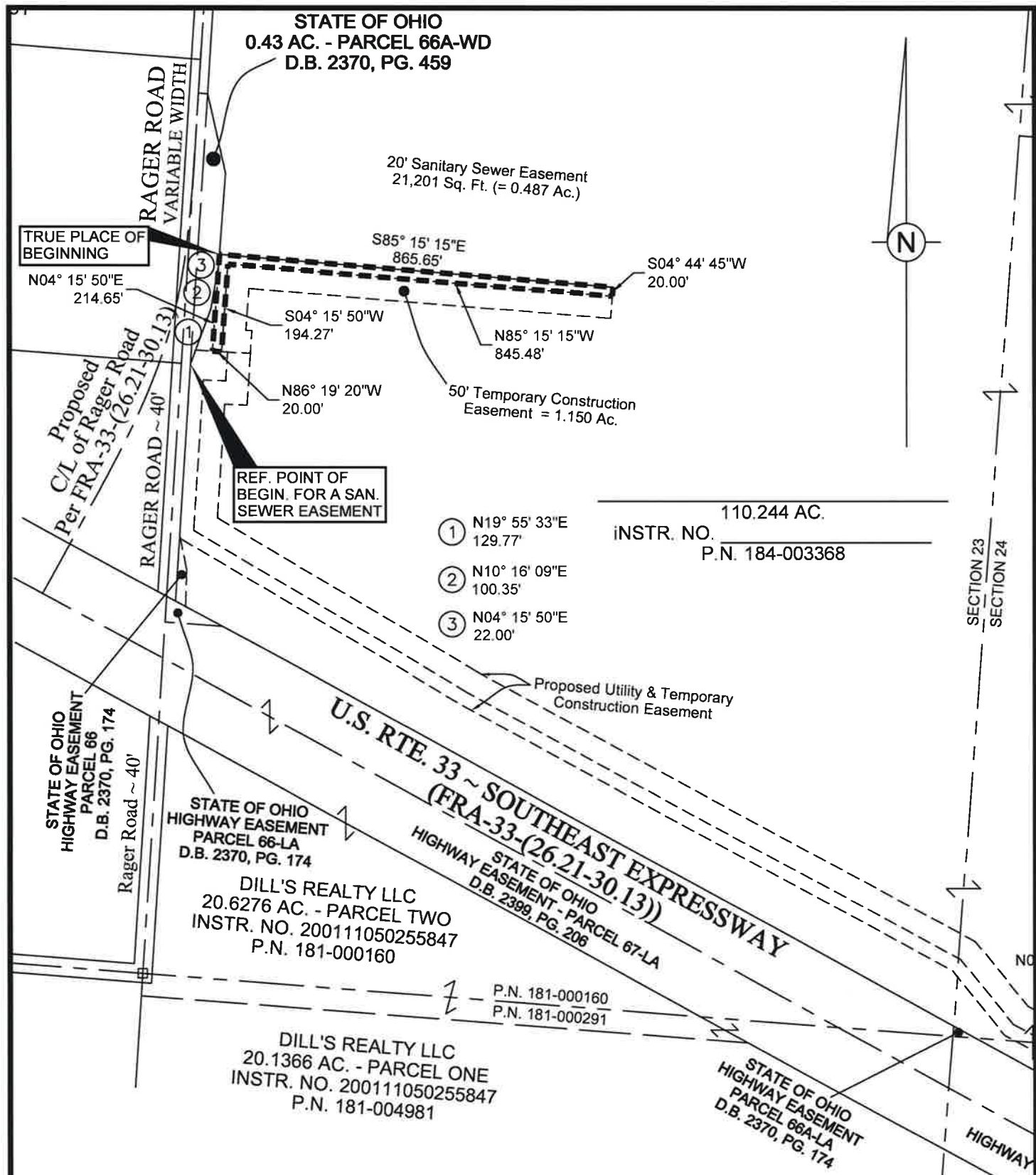
containing 21,201 square feet (= 0.487 acre) of land, more or less.

TOGETHER WITH: A temporary construction easement along, adjacent to and fifty (50) feet southerly of the entire south line of said above described permanent easement and along, adjacent to and fifty (50) feet easterly of the entire east line (the leg closest to Rager Road) of said above described permanent easement; containing 1.150 acres of land, more or less.

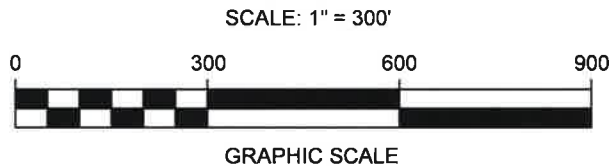
The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of Bird + Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio from best available Court House research, in December, 2019. Basis of bearings is the centerline of U.S. Rte. 33 ~ Southeast Parkway (FRA-33-(26.21-30.13)), being N 61° 15' 01" W, between Franklin County Engineer's Monuments 10-693 and 9-693, Ohio State Plane Coordinate System (South Zone – NAD 83, 2011 Adjustment) and all other bearings are based upon these monuments.


Kevin L. Baxter ~ Ohio Surveyor #7697





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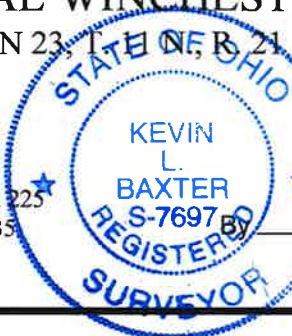
**EXHIBIT OF A SANITARY SEWER EASEMENT
EAST FROM RAGER ROAD, NORTH OF U.S. RTE. 33
CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO
(SECTION 23, T. 1 N., R. 21 W., CONGRESS LANDS)**

SCALE: 1" = 300'

JANUARY 13, 2020



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Ph: (614) 761-1661



Kevin L. Baxter
Kevin L. Baxter ~ Ohio Surveyor No. 7697

January 13, 2020

**DESCRIPTION OF A WATERLINE EASEMENT
EAST FROM RAGER ROAD, NORTH OF U.S. RTE. 33,
CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO**

Situated in the State of Ohio, County of Franklin, City of canal Winchester, in the northeast quarter of Section 23, Township 11 North, Range 21 West, Congress Lands and being an easement twenty (20) feet in width, for waterline purposes, through a portion of a 110.244 acre tract of land conveyed to _____, by deed of record in Instrument No. _____, said easement bounded and described as follows:

Beginning, for reference, at a point at the southeast corner of a 0.43 acre tract of land conveyed, as Parcel 66A-WD for Rager Road roadway purposes, to the State of Ohio, by deed of record in Deed Book 3270, Page 459, in the east right-of-way line of Rager Road (variable width) and at a corner of said 110.244 acre tract;

thence N 19° 55' 33" E along a west line of said 110.244 acre tract and along an east line of said 0.43 acre tract a distance of 129.77 feet to a point;

thence N 10° 16' 09" E along a west line of said 110.244 acre tract and along an east line of said 0.43 acre tract a distance of 100.35 feet to a point;

thence N 04° 15' 50" E along a portion of a west line of said 110.244 acre tract and along a portion of an east line of said 0.43 acre tract a distance of 51.87 feet to a point at the true place of beginning of the easement herein intended to described;

thence continuing N 04° 15' 50" E along a portion of a west line of said 110.244 acre tract and along a portion of an east line of said 0.43 acre tract a distance of 20.00 feet to a point;

thence crossing a portion of said 110.244 acre tract the following fifteen (15) courses:

1. S 85° 18' 08" E a distance of 108.65 feet to a point;
2. N 04° 41' 52" E a distance of 9.51 feet to a point;
3. S 85° 15' 15" E a distance of 12.00 feet to a point;
4. S 04° 41' 52" W a distance of 9.50 feet to a point;
5. S 85° 18' 08" E a distance of 339.00 feet to a point;
6. N 04° 41' 52" E a distance of 9.22 feet to a point;
7. S 85° 15' 15" E a distance of 12.00 feet to a point;
8. S 04° 41' 52" W a distance of 9.21 feet to a point;
9. S 85° 18' 08" E a distance of 407.00 feet to a point;
10. N 04° 41' 52" E a distance of 3.00 feet to a point;
11. S 85° 15' 15" E a distance of 10.00 feet to a point;
12. S 04° 41' 52" W a distance of 3.00 feet to a point;
13. S 85° 18' 08" E a distance of 4.00 feet to a point;
14. S 04° 27' 43" W a distance of 20.00 feet to a point;
15. N 85° 18' 08" W a distance of 892.58 feet to the true place of beginning;

containing 18,107 square feet (= 0.416 acre) of land, more or less.

TOGETHER WITH: A temporary construction easement along, adjacent to and thirty (30) feet southerly of the entire south line of said above described permanent easement;

containing 26,991 square feet (= 0.620 acre) of land, more or less.

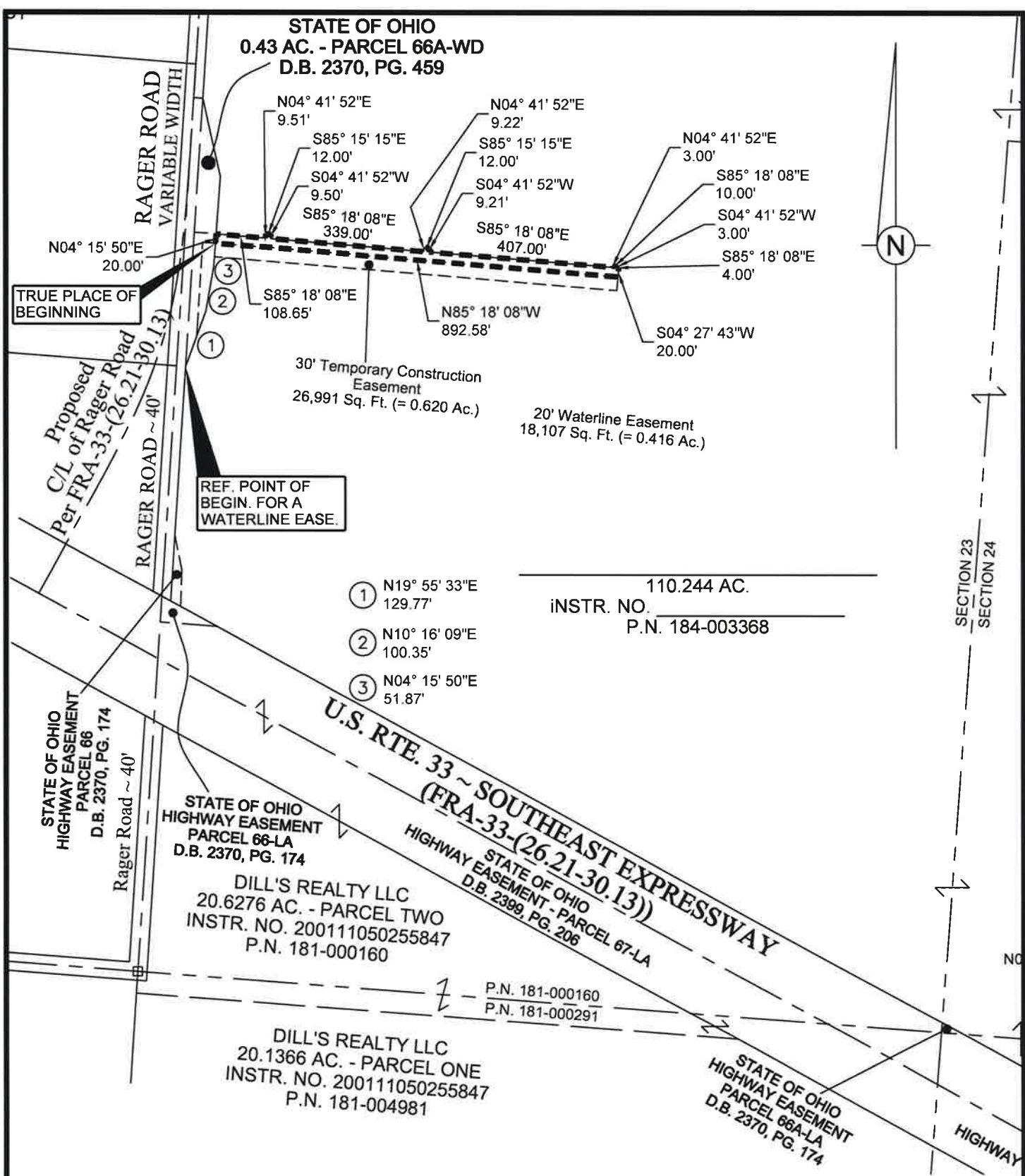
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18-105/CW Water Easement

H:\Jobs\2018\105\CADD\Survey\Exhibit\18-105 Easements.dwg 01/14/2020



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EXHIBIT OF A WATERLINE EASEMENT
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(SECTION 23, T. 10 N., R. 21 W., CONGRESS LANDS)

SCALE: 1" = 300'

JANUARY 13, 2020



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Ph: (614) 761-1661



Kevin L. Baxter
By Kevin L. Baxter ~ Ohio Surveyor No. 7697

EXHIBIT D

DEED OF EASEMENT

NORTHPOINT DEVELOPMENT, LLC, a Missouri limited liability company (hereinafter “Grantor”), who owns the property described in Exhibit A attached hereto (“Grantor’s Property”) pursuant to the deed recorded at Instrument Number _____ in the Franklin County, Ohio, Recorder’s Office, in consideration of One Dollar (\$1.00) and other good and valuable considerations, paid by the CITY OF CANAL WINCHESTER, an Ohio municipal corporation (hereinafter “Grantee”), receipt of which is hereby acknowledged, does hereby, for itself, its heirs, successors and assigns, GRANT AND CONVEY to Grantee, its successors and assigns forever, permanent easements on, over, through, under, and across Grantor’s Property: (i) to construct, install, operate, repair, replace, relocate, inspect and maintain water lines, together with all appurtenances incidental thereto, including but not limited to hydrants in the locations set forth on Exhibit B (the “Water Line Easement”), (ii) to construct, install, operate, repair, replace, relocate, inspect and maintain sanitary sewer lines, and tributary connections and appurtenant work in any part in the location set forth on Exhibit C (the “Sewer Line Easement”); and (iii) to construct, install, operate, repair, replace, relocate, inspect and maintain utility lines, which utilities may include natural gas, electric, water, storm sewer, sanitary sewer, internet, cable television, fiber optics, and telephone services in the location set forth on Exhibit D (the “Utility Easement Area”). The Water Line Easement Area, Sewer Line Easement Area and Utility Easement Area are at times collectively referred to as the “Easement Areas”. Grantor also grants and conveys to Grantee temporary construction easements as shown on Exhibits B, C, and D respectively. In addition, Grantor grants and conveys to grantee the right of ingress and egress at all reasonable times for the purposes aforesaid, on, over, through, under and across the Grantor’s Property to the Easement Areas.

To have and to hold said easements and rights-of-way, with all of the privileges and appurtenances thereto belonging, to said Grantee, its successors and assigns forever.

The easement granted hereby includes the right to trim and/or remove any trees or shrubbery which may hereafter interfere with the construction, reconstruction, operation and maintenance of said line, within the limits of the Easements.

The Grantee, its successors and assigns, shall have the right of ingress and egress from the site occupied by said line and appurtenances, and the right to do any and all things necessary, proper or incidental to the successful operation and maintenance thereof. The Grantor shall have

the right to use the Easement Areas for purposes not inconsistent with the Grantee's, and its successors and assigns, full enjoyment of the rights herein granted.

The consideration herein mentioned includes total compensation for grant of the easements and rights-of-way and for all damage caused by construction, installation, operation, repair, replacement, relocation, inspection and maintenance within the easement, provided however, that the Grantee, its successors and assigns, shall restore all property, including fences, except buildings or other structures, within the Easement Areas, to its original condition insofar as practicable, after entering upon said premises for any of the purposes herein set forth, including construction, repair, maintenance, replacement, relocation, operation, inspection and maintenance of all facilities and improvements of the Grantee, its successors and assigns, located within such Easement Areas and rights-of-way; provided, however, that Grantee shall have no obligation to restore paving, lighting, landscaping, drainage, or other improvements installed in the Easement Areas by Grantor subsequent to this grant of easement.

Grantor, for itself, its heirs, successors and assigns, covenants with the Grantee, its successors and assigns, that Grantor is lawfully seized of the premises and that Grantor will forever warrant and defend the same unto the Grantee, its successors and assigns, against all claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto caused Grantor's name to be subscribed this _____ day of _____, 2020.

NORTHPOINT DEVELOPMENT, LLC

By:_____

Its:_____

STATE OF _____

COUNTY OF _____, SS:

Before me, a Notary Public, personally appeared _____, an authorized representative of NorthPoint Development, LLC, who acknowledged the signing of the foregoing instrument to be his and its voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 2020.

Notary Public

This instrument prepared by: James S. Gray, Esq., Frost Brown Todd LLC, 10 W. Broad Street, Ste. 2300, Columbus, Ohio 43215

ORDINANCE NO. 20-007

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE CANAL WINCHESTER MUNICIPAL COMPLEX PROJECT, AND AUTHORIZING A DESIGN-BUILD DELIVERY METHOD AND DESIGN-BUILDER SELECTION PROCESS, AND DECLARING AN EMERGENCY

WHEREAS: The City of Canal Winchester plans to design and construct improvements to the existing building at 45 E. Waterloo St. for the purpose of relocating the municipal offices and the community center to this location, including without limitation any demolition and/or associated site work and parking (the "Project"); and

WHEREAS: Pursuant to Section 8.02(D) of the Charter of the City of Canal Winchester, the Mayor has selected the design-build delivery method for the Project as the method that is in the best interest of Canal Winchester; and

WHEREAS: Based upon the Mayor's recommendation, pursuant to Section 8.02(C) of the Charter and Section 161.04(e) of the Codified Ordinances of Canal Winchester, Council desires to provide an exception or alternative to competitive bidding and waive the competitive bidding requirement with respect to the contract for the Project; and

WHEREAS: Under the Charter and Codified Ordinances of Canal Winchester, Canal Winchester is not obligated to follow Ohio statutory procurement procedures regarding contracting, including, but not limited to, all applicable sections within ORC Chapter 153 relating to procurement of a criteria architect and/or design-builder; and

WHEREAS: Consistent with the foregoing Charter and Ordinance provisions, Council wishes to authorize the Mayor or his designee to seek proposals for the Project from no less than 4 potential design-build firms, selected at the City's discretion, consider responses, and award the contract for the Project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, OHIO, THAT:

Section 1. Based upon the Mayor's selection of the design-build delivery method for the Project under Section 8.02(D) of the Charter of the City of Canal Winchester, Council authorizes an exception or alternative to the competitive bidding process for the Project, pursuant to Section 161.04(e) of the Codified Ordinances of Canal Winchester, and hereby waives the competitive bidding requirement with respect to the contract for the Project.

Section 2. Pursuant to Section 161.01 of the Codified Ordinances of Canal Winchester, the City is not required to follow the statutory process set forth in Ohio law. The Mayor or his designee is hereby authorized to immediately seek proposals from no less than 3 potential design-build firms selected at the City's discretion, consider responses received, and award the design-build contract for the Project.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this ordinance is hereby declared to be an emergency measure, necessary for the preservation of public health, safety, and welfare, such an emergency arising from the need to meet the exigencies of the construction schedule associated with the Canal Winchester Municipal Complex Project; wherefore this ordinance shall take effect and be in force from and after its passage.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Clerk of Council/Finance Director

COUNCIL UPDATE



January 29, 2020

Department of Public Service
Matthew C. Peoples, Director

Project Status:

Gender Road Paving: We are presenting legislation at the February 3rd meetings authorizing the Mayor and Finance Director to enter into agreements with ODOT for the project in which our initial cost is \$361,066. Final costs will be based on actual bid costs and final quantities. As previously discussed, we will be requesting to fund this project with unappropriated funds through an appropriations amendment.

WRF Generator Project: We are presenting legislation at the February 3rd meetings authorizing the Mayor and Finance Director to enter into agreements with Ohio EPA. The project is preliminary estimated at \$350,000 and the loan is for as many as 20 years with an interest rate as low as 0.72% including a possible \$50,000 in principal forgiveness.

Northpointe Utilities Extension: We are finalizing design for the project and working through some timing constraints the potential buyer as for the availability of utilities. This will be discussed at the February 3rd meetings as part of the development agreement Luke is proposing. The project is being paid for out of water and sanitary funds and be paid back by the Gender Rd. TIF funds.

2020 Street CIP: The project will be going out to in February for legislation to be presented to Council in March. The project includes work on W. Waterloo, Williamson, Hilliard, Saylor, and Hemmingford, pool parking lot expansion and the Tussing Ditch path, as well as general pavement work and the sidewalk program.

Municipal Complex: We are working with our architect to finalize criteria for the proposed design-build process that we will be presenting to Council.

McGill Park: We are working with OHM to begin the design phase of the McGill Park Phase I project and the Trail Connector project. The grant for the Phase I project is still in limbo and we hope the State and Feds can resolve that soon.

Solid Waste Contract: Mayor Ebert & I met again with Waste Management on a potential contract extension and we hope to have some information to present soon. Additionally, we have submitted our requirements for SWACO's Consortium II and are working through their bid process.

Gender Rd. Signal Synchronization Project: EMH&T has reviewed ODOT data and is providing comments towards the synchronization models. We are expecting the project to be completed by April.

Storm Sewer Replacement: The contractor has begun construction and project is expected to be complete by spring.

Gender Rd. Phase V: We received OPWC of the approximately \$1.2M project in the form of a \$250,000 grant and a \$750,000 loan. We will begin design work this summer for a spring 2021 construction. This project includes intersection improvements at Canal St. with new mast arm signals and a NB right turn lane to Canal St. and a NB turn lane at Winchester Blvd, along with some bike path relocations.

Westchester Park Improvements: Site contractor is complete with their portion of the project. The amenities contractor is awaiting delivery of equipment and shelter house.

Additionally, the fitness stations at Westchester Park is complete except a few locations need to be mulched.

Transportation Thoroughfare Plan: MORPC is working on their data collection and analysis portion of the process. EMH&T's portion will work off of the MORPC data and will continue through the spring.

Groveport/Dye/Manor Waterline: We met with Bird & Bull to discuss the scope of the Groveport/Dye/Manor Waterline Replacement project. The lines in that area are from the fifties and seventies and recent break, along with some drainage and pavement issues, has increased its priority. The cost will likely be above \$1M so we are looking into the possibility of either an OPWC application or OEPA loans.

Trail Lighting: Bill Sims and I met with South Central Power to get quotes on installing pole lighting along the Groveport bike path from Hanners Park west to the end of the trail.

COUNCIL UPDATE



January 29, 2020

Division of Urban Forestry
Dick Miller, Urban Forester

Project Status:

Winter Work: We are working on cutting non-woody perennial plants in mulch beds.

Tree Removals: We are meeting with South Central Power to review proposed winter tree removals.

Spring Street Tree Plantings: We are completing the bid packets for the 2020 spring street tree plantings that will include approximately 70 trees. Bids will be due in late February and installations will be done in March and April.

Pruning: STAB pruning day is scheduled for February 20th.

COUNCIL UPDATE



January 29, 2020

Division of Water Reclamation
Steve Smith, Superintendent

Project Status:

Control Replacement: Bids are being solicited for replacement of the aging controls at the Rt. 33 lift station.

Sludge Press Upgrade: We are requesting the legislation presented at the last Council meeting and read at first reading to be passed by emergency at the second reading. The emergency is necessitated to meet a prolonged manufacturing and delivery process from the vendor coupled with the desire to have project completed before BrewDog's seasonal increase in discharge loading.

Air Release Valves: The air release valves serving the Rt. 33 Lift station force main are being reworked and repaired. One is now finished and parts have been received to enable repair of the second unit, which we be done as time and weather allow.

Safety:

- A Safety committee meeting will be held on 1/29/20. The topic will be new/old business, 2019's report to PERRP, and new CDL regulation.

COUNCIL UPDATE



January 29, 2020

Division of Streets, Lands and Buildings
Shawn Starcher, Manager

Project Status:

Housekeeping: With the limited amount of snow/ice we have received in the area, crews have been able to do some housekeeping around the Street Garage/Facility.

Pothole Patrol: Crews have continued to check and fill any potholes in pavement areas and along the shoulder areas.

Decorations: All Holiday decorations were taken down, inventoried and put away in storage.

Fitness Stations: Crews completed building/installing outdoor fitness equipment for the Canal Winchester Schools and Westchester Park. All there is left to do is install perimeter timbers and mulch in a few of these fitness station areas.

Street Sweeping: Street Sweeping will continue to be scheduled weekly to collect debris from the gutter pans as long as the weather cooperates.

Storm Curb & Gutter Inlets: Storm curb/gutter Inlets continue to be inspected and repaired if needed. This will continue as weather permits.

Street Light Painting: With the warmer temperatures this month, we were able to have a contractor paint all the street light poles in Zone G (N. High Street) and Zone C (West Waterloo). This will continue as weather permits.

COUNCIL UPDATE



January 29, 2020

Division of Information Technology
Rick Brown, Coordinator

Project Status:

Service: Installed new computer for Planning and Zoning and managing day-to-day requests for users.

Network Switches: Four replacement network switches are on order and will be installed when they arrive

Security: Added additional security cameras to pool, sheriff sub-station and public service facility.

Planning:

- Determining IT requirements for McGill Park, Municipal Complex and repurposing of existing Municipal Building.
- Meeting with vendors to discuss additional security options for network security
- Meeting with vendors to discuss a recording and production option for public meetings

COUNCIL UPDATE



January 29, 2020

Division of Water
Joe Taylor, Superintendent

Project Status:

Plant Production:

- We pumped 23.283 Million Gallons in December at an average of .751 MGD with an average hardness was 118 mg/l.
- Repaired the air dryer and filters on the plant control system
- Cleaned and inspected west briner tank as part of a pilot test of a new salt vendor. Test shows little adverse effects and will continue to the next monitoring phase.
- Working on OEPA Asset Management template and year-end reports.

Distribution:

- AMI Metering System installs are ongoing. We have approximately 1,947 units installed with approximately 1,441 remaining (58% complete).
- AT&T is performing antennae upgrades at the N. Gender tower.
- Repaired a water main break at David's Way on 1-2-2020 and then did a scheduled water shut off for them to make interior plumbing repairs.

COUNCIL UPDATE



January 30, 2020

Development Department

Lucas Haire, Director

Development Report

- The closing for the property at 45 East Waterloo Street is scheduled for February 12.
- Details are still being finalized on a closing date for Bixby and Rager Road. Preliminarily the closing is scheduled for March 3.
- Planning and Zoning Commission will hear a final development plan application for a new restaurant, Shooters Sports Grill at their meeting on Feb. 10. This building is proposed for a Meijer outparcel on Diley Road.
- Planning and Zoning is also scheduled to hear a rezoning and a site development plan for a new 16,500 square feet office building on Winchester Blvd. at the Winchester Office Park.
- Bigerton Bend should open in the coming weeks. Deeds have been signed and are in the process of being recorded to accept the roadway as a public street.

COUNCIL UPDATE



January 31, 2020

Finance Department

Amanda Jackson, Finance Director

Legislation:

I will be presenting an appropriation amendment at the next Council meeting to cover several large projects set to begin within the next couple of months. Please be on the lookout for this information prior to the next meeting.

Project Status:

2020 Financial Outlook – As we've been discussing over the past several months, we have many projects that will be taking place during 2020. Financially we are more than set to handle these projects but I am putting together a document showing the estimated costs of these projects and the anticipated funding sources. This will go hand in hand with future appropriation amendments and will hopefully be of value to you as we progress through the year.